

IN THE HIGH COURT OF JUDICATURE AT BOMBAY
ORDINARY ORIGINAL CIVIL JURISDICTION
CHAMBER SUMMONS NO.1524 OF 2003

IN
SUIT NO.2009 OF 1997

Arvind Goenka ...Plaintiff

Versus

Pennzoil Products Company & Ors. ...Defendants

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Mr.Shaunak Thacker with Ms.Pooja Jain i/b
Mulla & Mulla & Craigie Blunt & Caroe for Plaintiff.
Mr.Indranil Deshmukh i/b Amarchand & Mangaldas &
Suresh A.Shroff & Co. for Defendants.

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CORAM: A.M.KHANWILKAR, J.

JULY 4, 2005.

P.C.

1. Heard Counsel for the parties.
2. Insofar as relief in terms of prayer clause (a) is concerned, that is not opposed. Accordingly, Chamber Summons will have to be made absolute insofar as prayer clause (a) is concerned.

Ordered accordingly.

3. Insofar as prayer clause (b) is concerned, Counsel for the Plaintiff fairly accepts that particulars regarding name, address and constitution of Defendant Nos.1 and 3 are already furnished. In that sense, relief in terms of prayer clause b(i) is not pressed. Plaintiff, however, seeks relief in terms of b(ii) and b(iii) respectively.

4. Counsel for the Defendants, on instructions, states that the Defendants 1 and 3 have no assets in India except share holding in Defendant No.2 Company. Besides, he states that the share holding of the Defendant Company is already disclosed, for which reason, it is not necessary to furnish that information once again. Even so, in my opinion, the above details will have to be placed on record on affidavit by authorised Officer of the Defendants.

5. Accordingly, Chamber Summons made absolute in terms of prayer clauses b(ii) and b(iii)

respectively.

6. Defendants to file affidavit disclosing particulars within four weeks from today.

7. Chamber Summons disposed of in the above terms.

A.M.KHANWILKAR, J.